

SEVERANCE PAY PLAN

INTRODUCTION

While we hope that the work of Universities Research Association, Inc./Fermi National Accelerator Laboratory (“Fermilab”) will continue to expand and flourish, there are times when it may become necessary to reduce staffing. Therefore, Fermilab has created the Universities Research Association, Inc./Fermi National Accelerator Laboratory Severance Pay Plan (the “Plan”) to provide employees who terminate employment during a workforce reduction with a temporary source of income.

This booklet is a summary of the terms and conditions of the Plan. It is intended to give you general information concerning the Plan. However, in all instances, the actual Plan document controls. If you have questions or would like to see the actual Plan document, contact the Head of Laboratory Services, who is the Plan Administrator.

WHAT IS WORKFORCE REDUCTION?

The Plan only applies when a Workforce Reduction is in effect. In order to qualify for benefits, the Workforce Reduction must be approved by the Plan Administrator and the Department of Energy under the Prime Contract. You will be notified if you are subject to a Workforce Reduction.

ELIGIBILITY

In order to be eligible for Severance Benefits, you must meet the following requirements:

1. You must have completed your entry probation period and be a regular full-time or part-time employee of Fermilab.
2. You must be notified that you are subject to a Workforce Reduction.
3. You must meet the eligibility requirements for the Workforce Reduction that is currently in effect. These requirements will be provided to you at the time you are notified of the Workforce Reduction.

4. You must be accepted for participation in the Workforce Reduction.
5. You must terminate employment as a result of the Workforce Reduction within the time period specified for that Workforce Reduction.

Even if you meet these requirements, you will not be eligible to receive benefits if any of the following apply to you.

1. You accept transfer to another facility, subsidiary, or affiliate of Fermilab.
2. You are offered employment at comparable pay and benefits by a successor contractor.
3. You resign.
4. You are terminated for unsatisfactory performance or cause.

BENEFITS

There are two types of benefits that may apply to you. They are: Pay In Lieu of Notice and Severance Pay. The amount of Severance Pay depends upon whether you are a Weekly or Monthly employee.

Pay in Lieu of Notice

It is the intent of Fermilab to provide two weeks notice of termination due to Workforce Reduction. In rare circumstances (such as unforeseen termination of a project) it may not be possible to give you a full two weeks notice before your job is eliminated. Under those circumstances, you will be paid your regular straight time pay for each day that notice was not provided up to the maximum of two weeks.

Severance Pay

In addition to Pay in Lieu of Notice, you may be entitled to severance pay.

Employees who are non-exempt and paid weekly at the time of termination will be eligible to receive the following benefits:

Non-Exempt (Weekly) Employees	
Years of Service	Severance Pay
Less than 1 year	2 weeks
1 year to 5 years	3 weeks
5 years to 10 years	5 weeks

10 years to 15 years	7 weeks
15 years to 20 years	9 weeks
20 years to 25 years	11 weeks
25 years plus	13 weeks

Employees who are exempt and paid monthly at the time of termination will be eligible to receive the following benefits:

Exempt (Monthly) Employees	
Years of Service	Severance Pay
Less than 1 year	1 month
1 year to 5 years	2 months
5 years to 10 years	3 months
10 years to 15 years	4 months
15 years to 20 years	5 months
20 years to 30 years	6 months
30 years plus	7 months

Severance pay is based on your regular base pay excluding overtime, shift differentials and bonuses. In no event is an Employee eligible for benefits both as a Weekly and Monthly Employee.

Deductions from Benefits

Severance Benefits are subject to all applicable federal and state deductions and withholding.

HOW ARE BENEFITS PAID?

Severance is paid in a single lump sum payment.

REEMPLOYMENT

Upon receipt of a lump sum payment, you will no longer have a right to reemployment with Fermilab. In the event that you are later reemployed, you may be required to refund any Severance Benefits received.

OTHER BENEFITS

Along with your notice of Workforce Reduction, you will receive a statement of any other benefit options that may be available to you. The acceptance of Severance Benefits will not affect any right that you may have under retirement or other plans of Fermilab, which are controlled by the terms of those plans.

CLAIM PROCEDURES

Any Employee who believes that he is entitled to a benefit under the Plan in an amount greater than he has received may file a claim for such benefit by writing to the Plan Administrator.

Every claim which is properly filed shall be answered in writing within ninety (90) days (or one hundred eighty (180) days if special circumstances require an extension of time for processing of the claim) of receipt stating whether the claim is granted or denied. If the claim is denied, the claimant shall be provided specific reasons for denial; specific reference to the pertinent Plan provisions on which the denial is based; a description of any information necessary for the claimant to perfect a claim including an explanation of why such information is necessary; and an explanation of the Plan's claim appeal procedure including steps to be taken to submit the claim for review.

Within sixty (60) days after notice that a claim is denied, the claimant may file a written appeal which shall include any comments, statements or documents the claimant may wish to provide. Notice of the decision on appeal shall be sent to the claimant within sixty (60) days of its receipt (or one hundred twenty (120) days if special circumstances require an extension of time for processing the appeal). In the event the claim is denied upon appeal, the notice shall set forth the reasons for denial written in a manner calculated to be understood by the claimant and specific reference to the pertinent provisions of the Plan on which the denial is based. Any reasonable request from a claimant for documents or information relevant to his claim prior to his filing an appeal shall also be allowed.

If notice of the denial of the claim or appeal is not furnished in the time limits set forth above, the claim or appeal shall be deemed denied.

MISCELLANEOUS PROVISIONS

No Guarantee of Employment

Nothing contained in the Plan shall be construed as an agreement of employment, or as giving or

conferring on any Employee the right to continued employment, or as a limitation on the right of Fermilab to terminate the employment of an Employee, with or without cause.

Funding

Benefits are paid out of the general assets of Fermilab pursuant to the Prime Contract. Fermilab is not required to fund or otherwise provide for the payment of benefits in any manner.

Amendment and Termination

Fermilab expects to continue the Plan indefinitely. However, it reserves the right to amend or terminate the Plan at any time, prospectively or retroactively, and for any reason. If the Plan is amended or terminated, Employees may not receive benefits as described in this Plan, may be entitled to receive different benefits, or benefits under different conditions. It is possible that Employees will lose all benefit coverage. This may happen at any time, if Fermilab decides to terminate the Plan or any coverage under the Plan. In no event will anyone become entitled to any vested rights under this Plan.

GENERAL PROVISIONS

Statement of ERISA Rights

As a participant you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- a. Examine, without charge, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions. The documents may be examined at the Plan Administrator's office and at other specified locations such as worksites and union halls.
- b. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator, who may make a reasonable charge for the copies.

- c. Receive a summary of the Plan's annual financial report from the Plan Administrator (if such a report is required).

In addition to creating rights for Plan participants, ERISA imposes duties upon the people, called "fiduciaries", who are responsible for the operation of the employee benefit Plan. They have a duty to operate the Plan prudently and in the interest of Plan participants and beneficiaries. Your employer may not fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, you may file suit in a Federal court if you request materials from the Plan and do not receive them within 30 days. The court may require the Plan administrator to provide the materials and pay you up to \$110.00 a day until you receive them (unless the materials were not sent because of reasons beyond the administrator's control). If your claim for benefits is denied in whole or in part, or ignored, you may file suit in a state or federal court. If Plan fiduciaries misuse the Plan's money, or discriminate against you for asserting your rights, you may seek assistance from the U.S. Department of Labor, or file suit in a federal court. If you are successful, the court may order the person you have sued to pay court costs and legal fees. If you lose, the court may order you to pay; for example, if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

INFORMATION ABOUT THE PLAN

Name of the Plan

Universities Research Association, Inc.

Fermi National Accelerator Laboratory
Severance Pay Plan

Plan Number

516

Plan Sponsor

Universities Research Association, Inc.
Fermi National Accelerator Laboratory
P.O. Box 500
Batavia, Illinois 60510

Sponsor Employer I.D.

52-0816670

Plan Administrator

Head of Laboratory Services
Fermilab
P.O. Box 500
Batavia, Illinois 60510
(630) 840-3396

Agent for Service of Legal Process

Plan Administrator

Pay Plan

Calendar Year